

## EXHIBIT A



**REVISED**

12/18/17

Tania Small  
118-14 220<sup>th</sup> St  
Cambria Heights, NY 11411

Dear Tania:

On behalf of Ipsen Bioscience, Inc. ("The Company"), I am pleased to offer you the exempt position of Vice President, Global Drug Development, Oncology. This position reports to Stephan Braun, Vice President Oncology & Endocrinology, and has an expected start date of December 18<sup>th</sup>, 2017. The specific terms of this offer are outlined below.

***Base Salary***

Your annual base salary will be \$325,000 (subject to standard payroll deductions and required withholdings). You will be paid semi-monthly in accordance with our standard payroll schedule. Salary rates are reviewed as of March each year for the previous calendar year. If you are employed by Ipsen prior to October 1, 2017, you will be eligible for a March 1, 2018 salary adjustment. If you start on or after October 1st, you will be eligible for a salary increase as of March 1, 2019. Therefore, your first salary review will occur on or about March 1, 2019.

***Annual Bonus***

Your annual target bonus opportunity is 30% of your base salary, at the Company's discretion, and dependent upon both Company and individual performance. If you are employed by the Company prior to October 1, 2017, you will be eligible to receive a pro-rated bonus payment in 2018. New employees who join on or after October 1st are eligible for annual bonus payments beginning in the calendar year following the first anniversary of their employment with Ipsen. Therefore, you will be eligible to receive your first annual bonus payment on or about March 1, 2019.

You will not be eligible to receive any such bonus (or any portion thereof) for any year if you are not actively employed by the Company on, or have received or given notice of termination or resignation prior to, the date on which bonuses for the applicable year are generally paid to employees.

***Long-Term Incentive Bonus (LTI)***

The Company also offers a Long-Term Incentive plan (LTI). Provided that you meet the eligibility requirements of the LTI, you may participate in this plan, subject to the terms and conditions therein, commencing with a two-year performance cycle that begins January 1,

IPSEN BIOSCIENCE, INC.

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2017 and ends December 31, 2018 (the 2017 Plan). Based on 100% achievement of performance conditions, the target LTI amount is 50% of annual base salary.

***Employee Signing Bonus***

We will provide you a “signing bonus” of \$100,000, subject to standard payroll deductions and all required withholdings. This bonus will be processed in the pay period immediately following your start of active employment. If, prior to your 18 month anniversary of the commencement of your employment with the Company, you (a) terminate your own employment with the Company for any reason, or (b) your employment with the company is terminated for Cause (as defined below), you shall repay the entire signing bonus to the Company. Such repayment shall be made by you to the Company within ten (10) business days of the termination of your employment.

An additional “signing bonus” of \$100,000, will be issued and is subject to standard payroll deductions and all required withholdings. This bonus will be processed within 30 days following your first 12 months of active employment. If, prior to your 30 month anniversary of the commencement of your employment with the Company, you (a) terminate your own employment with the Company for any reason, or (b) your employment with the company is terminated for Cause (as defined below), you shall repay the entire signing bonus to the Company. Such repayment shall be made by you to the Company within ten (10) business days of the termination of your employment.

A final “signing bonus” of \$70,000, will be issued and is subject to standard payroll deductions and all required withholdings. This bonus will be processed in the pay period immediately following your start of active employment. If, prior to the one-year anniversary of the commencement of your employment with the Company, you (a) terminate your own employment with the Company for any reason, or (b) your employment with the company is terminated for Cause (as defined below), you shall repay the entire signing bonus to the Company. Such repayment shall be made by you to the Company within ten (10) business days of the termination of your employment.

For purposes of this letter, “Cause” means that you committed one or more acts or omissions constituting: (1) a felony; (2) theft, misappropriation or embezzlement of Company funds; (3) fraud or self-dealing committed in conjunction with your employment; (4) violation of laws, rules or regulations applicable to companies in the pharmaceuticals industry or their employees; (5) a conflict of interest with the Company; (6) unexplained absences from work; (7) willful failure to follow instructions of the Company, which has not been cured within ten business days after written notice of same, or (8) material breach of any Company policy to which you are subject, including but not limited to, policies regarding confidentiality of Company information

***Benefits***

As a full-time, regular employee, you are eligible for the standard Ipsen benefit programs, as outlined in the attached Benefits Summary. Your eligibility for benefits begins on your first day of employment.

***Background, Drug Screening & References Checks***

As a standard part of our employment process, Ipsen conducts a background investigation, a screening test for illegal drugs and controlled substances and professional reference checks on all our potential employees, and we must condition our offer of employment on successful clearance of such inquiries.

***Employment at Will***

We are excited about your joining Ipsen Bioscience and look forward to a beneficial and productive relationship. Please note, however, that in keeping with Massachusetts state law, your employment with the Company constitutes at-will employment. This means that your employment is for no specified period; you are free to resign at any time, for any reason, or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. In the event of resignation, we request that you give the Company at least two weeks' notice.

***Authorization to Work in the U.S.***

For purposes of compliance with federal immigration law, you will be required to provide us with documentary evidence of your identity and eligibility for employment in the United States. This documentation must be provided to us within three (3) business days of your date of hire, or we may have to terminate our employment relationship with you.

***Confidentiality, Non-Disclosure and Inventions Agreement (CNDA)***

As a condition of your employment, you are required to sign and comply with the Company's Confidentiality, Non-Disclosure and Inventions Agreement. Your employment requires, among other provisions, the assignment to Ipsen Bioscience of patent rights to any inventions made during your employment with us, and the non-disclosure of Ipsen Bioscience proprietary information.

If you have not already done so, we also ask that you disclose to us any and all agreements relating to your prior employment that may affect your eligibility to be employed by Ipsen Bioscience. By signing this letter, you represent to Ipsen Bioscience that no agreements prevent you from performing the duties of your position. Finally, please read the CNDA carefully. Please note that we must receive your signed agreement by your first day of employment.

***Code of Conduct***

As a Company employee, you will be expected to abide by the Company's rules and standards. Specifically, you will be required to sign an acknowledgment that you have read and that you

understand the Company's rules of conduct that are included in the Company Handbook, which the Company will provide you.

***To Accept this Offer***

To accept the Company's employment offer, please return a signed copy of this letter to Jennifer Woods, Director of Human Resources at [jennifer.woods@ipsen.com](mailto:jennifer.woods@ipsen.com). This offer of employment will expire if we do not receive your reply by the close of business on (3 BUSINESS DAYS).

Additionally, we are attaching the Ipsen Confidentiality, Non-Disclosure and Inventions Agreement ("CNDA") for your review. Please return this by your first day of employment. Again, please note that by signing the Employment Offer Letter and the CNDA, you are agreeing to the Terms and Conditions of Employment and At-Will Employment set forth in this letter and the CNDA.

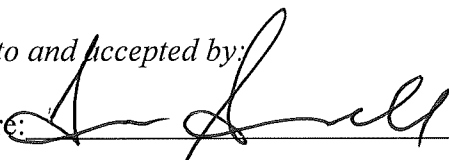
This letter and the CNDA set forth the entire terms of your employment with the Company and supersede any prior representations or agreements, whether written or oral, and may not be modified or amended except by written agreement signed by you and the Cambridge Site Head.

Tania, we look forward to your favorable reply and to working with you at Ipsen Bioscience, Inc.

Sincerely,

Jennifer Woods  
Director of Human Resources  
Ipsen Bioscience, Inc

*Agreed to and accepted by:*

Signature:  \_\_\_\_\_

Printed Name: Tania Small

Date: 12/18/2017

*Attachments:*

Confidentiality, Non-Disclosure and Inventions Agreement  
Benefits Summary